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7 SUTTER WEST BAY HOSPITALS dba NOVATO COMMUNITY HOSPITAL

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10 RHIANNIN SKEELS,

Case No. C 12-02175 TEH

11 Plaintiff,

The Honorable Thelton E.
Henderson

12 vs.

13 **NOTICE AND STIPULATED ~~PROPOSED~~**
14 **ORDER OF DISMISSAL OF DEFENDANT**
15 **SUTTER WEST BAY HOSPITALS DBA**
16 **NOVATO COMMUNITY HOSPITAL**

17 OFFICER KENDRICK PILEGAARD,
18 individually and in his capacity as a Novato
19 Police Department Officer; CITY OF
20 NOVATO, CALIFORNIA; NOVATO
POLICE DEPARTMENT; VERONIQUE L.
21 AU, M.D.; SUTTER WEST BAY
22 HOSPITALS d.b.a NOVATO COMMUNITY
23 HOSPITAL; COUNTY OF MARIN,
24 CALIFORNIA; MARIN COUNTY
25 SHERIFF'S OFFICE; and DOES 1 through
26 50, inclusive,

Date Complaint Filed: May 1, 2012
Trial: October 14, 2014

27 Defendants.
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TO THE HONORABLE JUDGE OF THE ABOVE-ENTITLED COURT, THE
PARTIES AND THEIR ATTORNEYS OF RECORD:

On December 2, 2013, defendant Sutter West Bay Hospitals dba Novato
Community Hospital (hereinafter Novato Community Hospital) served by mail on plaintiff
Rhiannin Skeels an F.R.C.P. Rule 68 Offer to Compromise. In that offer, defendant
Novato Community Hospital, in exchange for a dismissal with prejudice, would waive
any claim for costs and right to proceed with any action for malicious prosecution


1 against plaintiff or her attorneys; both parties to bear their own costs and attorneys' fees
2 associated with this litigation.

3 On December 5, 2013, plaintiff Rhiannin Skeels, through her attorney of record,
4 accepted defendant Novato Community Hospital's offer to compromise.

5 Plaintiff Rhiannin Skeels and defendant Novato Community Hospital, by and
6 through their designated counsel, hereby request an Order of Voluntary Dismissal
7 pursuant to F.R.C.P. Rule 68 of defendant Novato Community Hospital with prejudice.
8 The parties further request that the Order provide that Novato Community Hospital
9 waives any claim for costs or right to proceed with an action for malicious prosecution
10 against plaintiff or her attorneys and that each party shall be responsible for its own
11 costs and attorneys' fees associated with this litigation.

12
13 Dated: January 24, 2014

GALLOWAY, LUCCHESI, EVERSON
& PICCHI

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16 By: 
17 MICHAEL C. AUSTIN, ESQ.
18 Attorneys for Defendant
19 Sutter West Bay Hospitals dba Novato
Community Hospital

20 Dated: January 24, 2014

ANDERSON LAW

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23 By: /S/
24 JONATHAN SHUGART, ESQ.
25 Attorneys for Plaintiff
26 Rhiannin Skeels
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**ORDER OF DISMISSAL OF
DEFENDANT SUTTER WEST BAY HOSPITALS dba
NOVATO COMMUNITY HOSPITAL**

The Notice and Stipulated Proposed Order of Dismissal of plaintiff Rhiannin Skeels and defendant Sutter West Bay Hospitals dba Novato Community Hospital (hereinafter Novato Community Hospital) pursuant to F.R.C.P. Rule 68 in the above-entitled matter came before this Court. Finding good cause therefor,

IT IS HEREBY ORDERED that:

1. Defendant Novato Community Hospital is dismissed with prejudice;
2. Defendant Novato Community Hospital waives any claim for costs or right to proceed with an action for malicious prosecution against plaintiff Rhiannin Skeels or her attorneys; and
3. Each party shall be responsible for its own costs and attorneys' fees associated with this litigation.

Dated: 02/03/2014

